



CCO Form: GS14
Approved: 02/06 (AR)
Revised: 01/09 (BDG)
Modified:

**REQUEST FOR PROPOSALS
RFP 6-100518LK1
MANAGEMENT DEVELOPMENT
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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 1320 Creek Trail Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., May 03, 2010.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

(A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide training services to MHTC and the Missouri Department of Transportation (MoDOT).

(B) **Background:**

A. The Missouri Department of Transportation (MoDOT) would like to provide a course for their mid-level supervisory personnel, which will expand their working knowledge of management. This will allow the participants to be more effective in the work environment and provide them with the necessary skills to function successfully as a manager.

B. The intent is to provide dynamic training that will impart a better knowledge of managing personnel and change, communication, interpersonal skills, leadership and performance.

(C) **Fiscal Year:** The fiscal year runs from July 1-June 30.

(D) **Contract Period:** The project contract period will begin July 1, 2010 and end June 30, 2011, with two optional one-year renewal periods.

(E) **Schedule of Events:**

RFP Schedule Of Events

The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:00 am and 3:30 pm, local time.

MoDOT reserves the right at its sole discretion to adjust this schedule, as it deems necessary.

Event	Date	Time
MoDOT Issues RFP	<u>April 13, 2010</u>	2:00 pm
Deadline for Written Comments and/or Questions	<u>April 26, 2010</u>	2:00 pm
Deadline for issuing MoDOT's Responses to Written Comments and/or Questions	<u>May 3, 2010</u>	2:00 pm
Deadline for Submitting a Proposal	<u>May 18, 2010</u>	2:00 pm
Contract Award	<u>July 1, 2010</u>	2:00 pm

SECTION (2): SCOPE OF WORK

(A) Services: The Offeror shall provide the following training services:

The Offeror will provide to the General Services Procurement Unit, One Original and 5 copies of a program proposal which will include the following:

The course should include best practices and employ the most effective instructional designs (e.g., anticipatory set, self assessment, instruction, behavior modeling, checking for understanding, practice with prompts, practice without prompts, and evaluation of learning, course evaluation, action plans and closure). A general theme of results orientation, strategic thinking and effective leadership principles should be the framework of the course. Leadership ethics should be weaved into the course modules as appropriate. The training will also be interactive; team based, and includes an action plan to apply new skills in the workplace. The course will also employ team-based assignments/homework in the evenings to reinforce learning and build networking.

MoDOT expects the full course to include (but is not limited to) the following fundamentals:

1. Integrating different work functions and effective teambuilding
2. Customer service
3. Organization-wide communication
4. Cultural diversity
5. Dispute resolution/problem solving
6. Process improvement
7. Presentations
8. Leading change/strategic visioning
9. Organizational results and measurement
10. Employee development/performance management
11. Personal reflection and personal development
12. Situational leadership
13. Personality differences/emotional intelligence

Additional Course specific requirement include:

1) There will be two full courses of 24 participants (48 participants total) and the duration shall be 12 working days. The intent is to have two non-consecutive blocks of five days, followed by two final course days as refresher and follow-up. This 12 day intensive curriculum shall be customized to meet the business goals of MoDOT.

2) MoDOT, at its option, may periodically request one or more specific modules to be taught as a half-day or full-day class, independent of the entire course. These classes may have up to 26 attendees each.

(B) Specific Requirements: The Offeror will provide the RFP Coordinator a proposed work plan to meet the above training objectives adhering to the following specific requirements:

1. Proposal course plans are limited to ten (10) single spaced pages. The entire proposal must include the scope of work, pricing pages, experience pages, personnel pages and reference listing. Proposals should use a font size of no less than eleven (11).
2. Offeror must be able to comply with the following proposed schedule of events upon award of contract:
 - a. Course completion dates planned no later than July 15, 2010.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Human Resources Director, is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Human Resources. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Human Resources throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) **Prohibition of Employment Of Unauthorized Aliens:** The Offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting a completed, notarized copy of EXHIBIT C, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the Offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(L) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(M) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(N) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

(O) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

(P) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

- (Q) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (R) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (S) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (T) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (U) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to General Services Procurement as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Leann Kottwitz, Missouri Department of Transportation, email address leann.kottwitz@modot.mo.gov, (573)751-3685. All written questions must be addressed to Leann Kottwitz no later than **2:00 p.m., Local Time, April 26, 2010**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/gc_bidding/Cocommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on May 3, 2010.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Work Plan:** The proposal must include a work plan to accomplish the Scope of Work as outlined in Section 2.

2. **Experience:** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies that your institution has served or currently serves. The description should also include the curriculum vitae of the principal investigator, which should include:

- A. Education
- B. A selection of articles relating to applied subject matter published in scholarly journals.
- C. A selection of salaried, contract, or extension projects or courses performed relating to management that demonstrates the principal investigator's expertise using best practices management training techniques. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP:
 - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
 - d. The above information may be shown on the form attached as Exhibit A "Prior Experience" to this RFP or in a similar manner.

3. **Personnel:** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant. The Offeror may utilize Attachment B "Personnel Expertise Summary" for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

- 1. Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be

used. The relationship of service personnel to management and to support personnel should be clearly illustrated.

2. If personnel are not yet hired, the Offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
3. The Offeror should submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the Offeror's profession. If not submitted with the proposal, MoDOT reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
4. **References:** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Expected development and outlay of course is understood and expressed clearly in the response. **16% - maximum percentage**
 - B. The proposed approach to training appears feasible. **18% - maximum percentage**
 - i. Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method, or manner in which the Offeror proposes to satisfy these requirements. The method by which the proposed method of performance is written is left to the discretion of the Offeror.

C. The proposal is clear, well written and results in a sense of confidence that the offeror could complete the task. **18% - maximum percentage**

i. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

D. Experience, reliability and expertise of the organization and personnel. **18% - maximum percentage**

i. Experience and reliability of the Offeror's organization are considered in the evaluation process and therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

ii. The qualifications of the personnel proposed by the Offeror to perform the requirements of this RFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

E. Previous performance of the personnel and or organization. **18% - maximum percentage**

F. Cost. **12% - maximum percentage**

i. The objective evaluation of cost shall be based upon a sum of the prices stated on the Pricing Page.

2. Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

3. Responsibility to Submit Information: The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

Renewals/Extensions: The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

First Renewal Period	___% OF MAXIMUM INCREASE AND/OR
	___% OF MINIMUM DECREASE
Second Renewal Period	___% OF MAXIMUM INCREASE AND/OR
	___% OF MINIMUM DECREASE

Authorized Signature of Offeror: _____

Printed or Typed Name: _____

**SECTION (5):
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. **All costs** associated with providing the required services shall be included in the stated prices, including fringe benefits, administrative and any direct or indirect costs. No other fees, however categorized, shall be paid in addition to what is included within the firm fixed price indicated in the Pricing Page. **The Pricing Page must be completed, signed and returned with the Offeror's proposal.**

A. Direct Labor						Total Costs
1. Senior Personnel		x	\$	=	\$	
	(Hours)		(Hourly Rate)			
2. Other Personnel		x	\$	=	\$	
	(Hours)		(Hourly Rate)			
					TOTAL A	\$
B. Fringe Benefits						
1. Senior Personnel					\$	
2. Other Personnel					\$	
					TOTAL B	\$
C. Materials and Supplies					\$	
					TOTAL C	\$
D. Travel					\$	
					TOTAL D	\$
E. Other					\$	
					TOTAL E	\$
F. Administrative Costs					\$	
					TOTAL F	\$
Total Project Costs (A+B+C+D+E+F)						\$

Contractor shall also indicate his/her hourly rate for providing additional, related services. This hourly rate is to include all associated costs (direct, indirect, overhead, profit, etc.)

\$ _____ per hour for additional, related services

Authorized Signature of Offeror: _____

Printed or Typed Name: _____

EXHIBIT A
PRIOR EXPERIENCE

1. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:
Email Address:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:
Email Address:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:
Email Address:

Description of Prior Services (include dates):

EXHIBIT B

PERSONNEL EXPERTISE SUMMARY

(Attach resumes for key personnel as well as licenses and
certifications *for all* proposed personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name) _____ (Title)	
<hr/>	
2. _____ (Name) _____ (Title)	
<hr/>	
3. _____ (Name) _____ (Title)	
<hr/>	
4. _____ (Name) _____ (Title)	
<hr/>	
5. _____ (Name) _____ (Title)	
<hr/>	
6. _____ (Name) _____ (Title)	
<hr/>	
7. _____ (Name) (Title)	

STATE OF _____)
) ss
COUNTY OF _____)

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